

**WARREN COUNTY SCHOOLS NUTRITION PROGRAM  
PEST CONTROL**

**GENERAL BID Conditions**

Attached are instructions and conditions for submitting a Pest Control *price quotes/bids for Warren County Schools Nutrition Program. The objective is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.* The items/services are to be purchased and used in the Warren County School Nutrition Program.

**BID PERIOD**

The bid period begins **July 1, 2015** and ends **June 30, 2016**.

Sealed written bids will be received not later than 10 AM CST on May 19, 2015 to the following address.

**Warren County Finance Department  
201 Locust Street, Suite 2  
McMinnville, Tennessee 37110  
Attn: Linda Hillis**

Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. Faxed bid documents will not be accepted.

**VENDOR QUALIFICATION**

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable service
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate sanitation
- Documented unacceptable product
- Failure to provide requested documentation

**BID AWARD**

The bid period begins July 1, 2015 and ends June 30, 2016.

Warren County Schools will award to the most responsive and responsible vendor based on the LOWEST prices, and Warren County Schools will provide minority firms, small businesses, women's enterprises, the disadvantaged businesses, and labor surplus area businesses the opportunity to do business with the School Nutrition Program. **After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.**

The bid will be awarded based on a firm fixed, bottom line combined total cost for 1 year with an additional renewal option of 2 years for a total of 3 years.

Price readjustments of bid quotations are not permitted during the contract period.

The entire category is awarded as firm fixed, bottom line tabulation, and as "all or nothing."

Vendors with poor performance history will be notified at the time of such performance and will be given an opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one contract period.

Only the bottom line *total* figure will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible *bidder* whose bid is the lowest bottom line cost. It is the intent of the **Warren County School system** to involve and utilize the best products/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor for awarding the contract. A tie bid exists where vendors' lowest price is equal will all specifications, terms and conditions being equal. In the case of a tie, the decision to award final bids will be determined by awarding the tied items in order going down the list of requested items to the vendor whose company name is first in alphabetical order, alternating each tie bid between the two successful vendors.

**Warren County School System** reserves the right to accept or reject any or all bids. All bidders will be notified in writing of the bid award.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Mr. Bobby Cox *the hearing official* no later than 10 working *days* after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Director(s) participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint will be scheduled within 15 days of the protest.
2. All employees will be notified that they cannot purchase under this procurement until a decision by the hearing official is rendered. In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
3. A written decision letter stating the reasons for the decision will be prepared by the hearing official and delivered to the protestor and all parties involved. This decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he has a right to an additional review. An additional request must be written and addressed to the school board no later than 10 days from proof of delivery.

## **BID PREPARATION**

**The Warren County School System** reserve(s) the right to renew all aspects of the bid one year at a time for an additional two years for a total of 3 years based on a firm fixed price.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

The vendor will be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way, and the vendor could be excluded from the 2015-2016 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

Bidders may use the attached form for submitting bids. Return the Contract Agreement, duly signed by a representative/bid authority or the company. By executing the Contract Agreement, the bidder acknowledges that he/she has read the documents, understands, and agrees to be bound by the listed terms and conditions. Bids must be sealed in an envelope, and plainly marked on the outside with the words "School Nutrition- Pest Control Bid." Bids must be submitted prior to the time and date by postal mail or hand delivered to: Warren County Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee 37110, Attn: Linda Hillis. Bid documents will be available beginning April 15, 2015. All sealed bids must be received in person or via postal mail at 10:00 AM CST. Postal marks are not an indication of meeting specified bid opening time and date. **The actual bid documents MUST arrive PRIOR to the bid opening.**

- 1.** All bids must be complete.
- 2.** Bids may be submitted on attached form, either typed or written in ink.
- 3.** All bids must be sealed in an envelope, plainly marked on the outside with the words: **"School Nutrition- Pest Control Bid."** An authorized official of the vendor must sign the bid in ink, indicating title, to show proof of his authority to bind his company contractually. No fax copies will be accepted.
- 4.** If an error is made in quoting the price, the Warren County School Nutrition Department reserves the right to award the contract to the next qualified vendor.
- 5.** Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid if offered.
- 6.** Any questions concerning the bid should be directed to Sandy Dawes, Warren County School Nutrition Director, 931-815-2831, [sdawes@k12tn.net](mailto:sdawes@k12tn.net) prior to submitting bid.

### **CHEMICALS**

Chemicals must be EPA and USDA approved.

### **SERVICES/SPECIFICATIONS**

Services will be performed monthly. Repeat service trips will occur during the month if signs of pest are present.

Services shall be made to each of the schools (see attached list of schools and addresses) in Warren County.

Services will be made within school business hours. The delivery days and times will be established by mutual agreement between the School Nutrition Director and the vendor representative.

Service schedules will be altered to meet holiday and inclement weather day schedules.

### **VENDOR PERFORMANCE and BREACH of CONTRACT**

Any breach in contract may occur if either party acts outside of the signed contract or agreement. The breach of contract will take place prior to the termination for cause. Remedies for of contract are listed, if the remedies fail then termination for cause may occur.

The Warren County School Board reserves the right to terminate this contract in whole or in part after notification in writing. Examples may include:

- A. If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$ 5,000 will take place:
  - 1. Failure to deliver services within the time specified, or within a reasonable time.
  - 2. The School System retains the right to check compliancy on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification or the USDA quality grade or labeling. Compliance for yield will be made by the School Nutrition Director and cafeteria personnel on a random basis. If the analysis indicates that the product meets the USDA quality and grade and/or yield specifications, the School System will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.
- B. Any one or combination of penalties for failure to perform listed as follow may be used:
  - 1. Cost adjustment
  - 2. Termination of contract in whole or part
  - 3. Suspension from future bidding (for one contract period)
  - 4. Obtaining services from the next lowest priced vendor.
  - 5. Legal action and civil penalties
  - 6. Criminal action
- C. TERMINATION: Warren County Schools reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to the termination date. In the event of termination, the Warren County Schools will not be liable for any costs other than the services performed prior to the termination date.

The vendor will be given an opportunity to respond to a product complaint.

- 1. A written complaint will be sent from the Warren County School Nutrition Department
- 2. The vendor will issue a written reply.
- 3. If the Warren County Schools determines a product dispute is not resolved, a 30 day termination notice of that product will be issued.

In the event a vendor refuses to service a school in Warren County, the entire contract will be affected and considered breach of contract.

- D. Termination for convenience may occur with due notice from either parties involved. The notice must be in writing 30 calendar days prior to actual contract end.

#### **REPORTS and DATA SHEETS**

MSDA sheets must be submitted to the School Nutrition Director within 15 days of bid award.

#### **INVOICES and STATEMENTS**

An invoice for the service must accompany each service trip and be signed by the Cafeteria Manager or his/her designee. Unsigned invoices will not be paid. Invoices should be in duplicate. Invoices must have company name, date of service, and price.



All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH, which is the date through which billing should be made. The statements are sent to The Warren County School Nutrition Director or the Compliance Officer, at The Warren County Board of Education, 2548 Morrison Street, McMinnville, Tennessee 37110. Payment will be made to the vendor when the contract has been met and verified, and has met the system's procedures for payments.

Every effort will be made to pay all invoices within fifteen working days of receipt of statement.

The Warren County Board of Education is a governmental agency and is therefore tax exempt. If a Tax Exempt Certification is required, please so state on the bid agreement form and appropriate certificate will be furnished to the successful bidder.

### **REGULATION COMPLIANCE**

1. **Executive Order 11246, Equal Employment Opportunity.** Applies to all contract in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60.) Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
2. **Clean Air and Clean Water Acts.** Applies to all contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
3. **Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statute 871) (PL94-165).
4. **Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
5. **CFR part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, Suspension and Debarment.** Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **Buy American Provisions.** Applies to contracts involving all food (including spices, tea, coffee, etc.) acquisitions using nonprofit food service account funds and the use, or provisions meeting the requirements of the "Buy American Provisions, Policy Memorandums 210.21-14 and 220.17-01." Determination to purchase non-American products will be done by the Warren County School Nutrition Department based on availability or being cost prohibitive. Refer to the included Buy American Waiver.
8. **7CFR 3016.60(b), Drafting of Bid Specifications:** Requires that any person that develops or drafts specifications, requirements, statements of work, invitations for bid, request for proposals, contract terms and conditions or other documents for use by a State, school or

institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.

9. **7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences:** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
10. **Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957:** The vendor will responsibly supply goods for the Warren County Schools meeting the listed regulations meeting standards of identity, quality and fill; grades of food; and product definition.
11. **Background Check:** A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: (C) Delivery or pick-up service providers where those services involve only scheduled visits under supervision of school personnel.
12. **Delivery Rights:** After purchasing your product the Warren County School Nutrition Department will be the sole user. The Warren County School Nutrition Department will respect the patent and copyright of your product and will not share with any other entity.

## **RECORDS**

### **A. Record Retention:**

Records must be retained for at least the Federal record retention period of three years; however, records must be retained longer:

1. Until all pending matters, are resolved. Pending matters include disputes, audits, investigative and review findings.
2. The Federal record retention period begins with the later of the date:
  - a. The final payment is made under the contract;
  - b. The contract concludes; or
  - c. The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
3. For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
4. **Records' Access:** The contractor shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Duly authorized representatives of the LEA/SFA of the School Food Authority, State Agency and its authorized agents, and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.
5. **Documentation:** All aspects of each procurement, including the rationale for the procurement method selected, contract type selected and basis for contract price, must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State or Warren County Schools record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent Warren County School Authority from effectively responding to bid protests and contract disputes.

**Insurance:** The contractor will maintain, at his/her expense, adequate insurance coverage to protect his/her company and employees from claim arising under workman's compensation Act, from claims and damages resulting from the operation of motor vehicles.

**Standards of Conduct:** The following conduct will be expected of all persons engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds. All bidders and their agents will abide by all of the rules and regulations for personal conduct while they are on a Warren County School campus.

**A. Conflicts of Interest:** No employee, officer or agent of the Warren County School Nutrition Program shall participate in the selection, award or administration of a contract supported with Federal funds if a conflict of interest, real or apparent, would be involved. The appearance of a conflict of interest, even if none actually exists, still brings the integrity of the members of the Warren County School Nutrition Program's procurement process into question. Professional, social and personal activities and actions that compromise the School Nutrition Program's integrity must be avoided at all times. Real and apparent conflicts of interest exist when:

1. The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above has a financial or other interest in the firm selected for the award.
2. Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process.
3. The School Nutrition Program recommends the awarded vendors to the School Board for final approval of bids.
4. The purchase of any food or service from a contractor for individual use is prohibited using school bid prices.
5. Gratuities, favors or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during or after contract award.
6. Any action, inaction or relationship with current or potential contractors gives the appearance of a conflict of interest, whether or not such a conflict, in fact, exists.
7. Each member of the Warren County School System will adhere to any local board policies pertaining to the standards of conduct.

The following conduct will be expected of all persons engaged in the awarding and administration of contracts supported by School Nutrition Funds.

No employee, officer or agent of the Warren County Schools Nutrition Program shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

The employee, officer or agent;

Any member of the immediate family;

His or her partner;

An organization which employs or is about to employ one of the above.

The Warren County School employees, officers or agents shall neither nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Penalties for violation of the code of conduct of Warren County Schools shall be:  
Reprimand by Board of Education;  
Dismissal by Board of Education  
Any legal action necessary.

### **Protest Procedures:**

#### **Vendor Conflict Resolution**

##### **(Reference: 7CFR, 3016.36 Procurement, (b) (11) & (12))**

“(11) Grantees and sub-grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual administrative issues arising out of procurements. These issues include; but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the granted or sub-grantee of any contractual responsibilities under its contract. Federal agencies will not substitute their judgment for that of the grantee or sub-grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State or Federal authority having proper jurisdiction.”

“(12) Grantees and sub-grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub-grantee before pursuing a protest with the Federal agency. Reviews of protests by Federal agency will be...”etc...

In the event that a vendor has a complaint concerning the bid conditions, bid process or award of the bid, the complaint must be directed to Sandy Dawes, Warren County School Nutrition Director. The State Agency will be notified within three working days of the complaint. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes, and claims. In the event the vendor and the Warren County School Nutrition Director cannot resolve the complaint, the complaint will be presented to Bobby Cox, The Director of Warren County Schools for resolution between the vendor and Warren County School Nutrition Program.

In the event that services must be made for schools before a final decision is rendered, all employees will be notified that they cannot use services under this procurement until a final decision is rendered and the emergency purchase procedures established by the system will be used.

### **Required Forms**

The included forms **must** be returned as part of the bid package:

- 1.) Certification Regarding Debarment
- 2.) Certification Regarding Lobbying
- 3.) Actual Bid Quote Documentation (on included form)
- 4.) Contract Agreement Form
- 5.) MSDA sheets (within 15 days of bid award)

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance



program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.” (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion  
Lower Tier Covered Transactions

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- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Bid Number

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

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Date

# Warren County Schools

## Pest Control

### Contract Agreement

We have carefully examined and fully understand the General Bid and Special Bid conditions in furnishing Warren County Schools prices for items requested.

In compliance with the bid awards and subject to all terms and conditions listed on General Bid conditions, the undersigned offers and agrees to service all the Warren County School District quoted. It is understood that all prices quoted include all charges and are not subject to finance charges.

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COMPANY

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REPRESENTATIVE

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ADDRESS

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CITY, STATE, ZIP CODE

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TELEPHONE

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DATE

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